

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No.  32		3. Effective Date  2002MAR27		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000  SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000NOV16	
Code INLE2		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2002MAR27	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0002 <b>MOD/AMD</b> 32	<b>Page</b> 2 <b>of</b> 9
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SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Family of Interim Armored Vehicles

1. This Modification 32 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of fourteen (14) Infantry Carrier Vehicles (ICV). The Contractor Serial Numbers are as follows:

ICV-0008	ICV-0025
ICV-0009	ICV-0026
ICV-0015	ICV-0027
ICV-0019	ICV-0029
ICV-0021	ICV-0036
ICV-0022	ICV-0043
ICV-0024	ICV-0044
3. Baseline Configuration.
  - a. The baseline configuration for the eight (8) ICVs presented for acceptance not later than 31 March 2002 were manufactured in the London, Ontario Canada facility to the contractor's General Assembly ICV Part Number 10651420-011 (12479551), Dated 20 February 2002. The Contractor Serial Numbers are:

ICV-0021	ICV-0029
ICV-0022	ICV-0036
ICV-0025	ICV-0043
ICV-0027	ICV-0044
  - b. The baseline configuration for the six (6) ICVs presented for acceptance not later than 31 March 2002 were manufactured in Anniston, Alabama to the contractor's General Assembly ICV Part Number 10651420-011 (12479551) and Engineering Release Record (ERR) Number GDV0220, Dated 6 March 2002 with the exceptions of the Engineering Change Orders outlined in Attachment C. Attachment C is incorporated into this modification by reference.

ICV-0008	ICV-0019
ICV-0009	ICV-0024
ICV-0015	ICV-0026
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the ICVs, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
  - a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of IAV vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
  - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the ICV Performance Specification, and any Interface Control Documents related to Government Furnished Material.
    - 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
    - 2) The Joint Contractor-Government Configuration Management (CM) Team has established a corrective action plan for the CM process. The contractor and the Government agree to execute a contract modification, not later than 15 May 2002, to clarify the CM process.
    - 3) Delivery Team Meetings. The previously established joint contractor-Government Delivery Team shall coordinate the resolution of production, performance, and vehicle configuration issues.

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5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:

a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, and W-BCT-0005 R1).

b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives.

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. The vehicles manufactured in both the London and Anniston facilities will be conditionally accepted pending completion of the First Production Vehicle Inspection (FPVI). For any discrepancy discovered during the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all ICVs previously accepted. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.

8. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) as follows:

a. For the ICVs manufactured in the London, Ontario Canada facility, the Government will use conditionally accepted ICV FIR Revision B, dated 27 February 2002, to inspect the ICVs delivered in March 2002.

b. For the ICVs manufactured in the Anniston, Alabama facility, the Government will use conditionally accepted ICV FIR Revision A, dated 21 December 2001, to inspect the ICVs delivered in March 2002.

9. Pursuant to the FIRs identified in paragraph 7 above, the subject ICVs will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is incorporated into this modification by reference. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The Attachment A addresses the open issues and Attachment B addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the vehicles Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver W-BCT-0007 R2)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver W-BCT-0008 R2)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver W-BCT-0009 R2)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver W-BCT-0010 R2)
- 5) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021)
- 6) The winch. (Reference Contractor Waiver W-BCT-016)
- 7) The vehicles manufactured in the Anniston facility will be conditionally accepted pending completion of final paint,

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installation of stowage and decals. The vehicles shall have final paint, stowage and decals completed/installed prior to vehicle shipment. Final paint application is delayed pending installation of the items identified in Attachment A.

8) The contractor's milestone schedule to attain an ISO compliant process for the Anniston facility is documented in Attachment D which is incorporated into this modification by reference.

c. Execution of the retrofit plan per the steps, procedures and schedule identified in Attachment B which is incorporated into this modification by reference.

d. Height Management System (HMS). The contractor shall conduct a technical analysis of the HMS no later than 5 April 2002. The contractor shall submit the results/findings of the technical analysis to the Government no later than 18 April 2002. In the event the HMS does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

10. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$77,349 prior to liquidation of progress payments) pending mutual resolution of warranty and related provisions, and production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

11. The Government will withhold \$304,426 per vehicle (after the liquidation of progress payments) for all of the items addressed above in Paragraph 9 of this modification.

a. Upon installation of the Armor on the vehicles, the contractor may invoice for the total amount of the withhold due to the Armor shortage (\$73,445 per vehicle). The release of the withhold is subject to Government inspection and acceptance of the armor. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

b. Upon installation of the Remote Weapon Station (RWS) on the vehicles, the contractor may invoice for \$119,494 per vehicle of the total amount withheld due to the RWS shortage. This partial release of the withhold is subject to Government inspection and acceptance of the RWS installation. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The remainder continues to be withheld until the contractor's RWS product qualification testing is successfully completed.

12. Shipping instructions.

a. Subsequent to vehicle inspection/acceptance, the vehicles will be shipped in place.

1) The shipment of the vehicles manufactured in London facility shall occur no later than (NLT) the following dates:

Qty of ICVs	Ship NLT
2 each	4 April 2002
2 each	24 April 2002
4 each	14 May 2002

2) The shipment of the vehicles manufactured in the Anniston facility shall occur NLT the following dates:

Qty of ICVs	Ship NLT
2 each	4 April 2002
2 each	30 April 2002
2 each	14 May 2002

b. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraph 9 above.

c. In order to ensure the vehicle shipping height does not exceed 110 inches, the contractor shall stow and fold the RWS into its transport position prior to shipping.

d. The shipping instruction applicable to this conditional acceptance will be provided in a future modification.

13. As a result of this modification, the total price of Delivery Order 0002 is reduced by \$1,082,886. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

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\*\*\* END OF NARRATIVE A 033 \*\*\*

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>123</p> <p>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 16 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909530320H001 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 009 <u>DEL REL CD QUANTITY DEL DATE</u> 002 DELETED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p>	123	EA	\$ 1,417,771.000	\$ 174,385,833.00
0001AG	<p><u>PRODUCTION QUANTITY</u></p> <p>13</p> <p>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 16 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 008 W909532085H001 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 009 <u>DEL REL CD QUANTITY DEL DATE</u></p>	13	EA	\$ 1,340,422.000	\$ 17,425,486.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT													
0002AA	<div>0011331-MAR-2002</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div> <div><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</div>	1	EA	\$ 1,340,422.000	\$ 1,340,422.00													
	<div><u>PRODUCTION QUANTITY</u></div> <div>NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X112C005X1 PRON AMD: 08 ACRN: AB AMS CD: 643653</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W909530326H010</td><td>W81C5M</td><td>J</td><td></td><td>2</td></tr></table><div><u>PROJ CD</u><u>BRK BLK PT</u> 009</div><table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>1</td><td>31-MAR-2002</td></tr></table></div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M) PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND MD 21005-5001</div> <div><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</div>					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W909530326H010	W81C5M	J		2	<u>DEL REL CD</u>
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>													
001	W909530326H010	W81C5M	J		2													
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																
001	1	31-MAR-2002																

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT



Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
0001AA	X11GX001X1	AA	1	\$	192,816,856.00	\$	-18,431,023.00	\$ 174,385,833.00
	311071		1GXP01					
0001AG	X11GX001X1	AA	1	\$	0.00	\$	17,425,486.00	\$ 17,425,486.00
	311071		1GXP01					
0002AA	X112C005X1	AB	1	\$	1,417,771.00	\$	-77,349.00	\$ 1,340,422.00
	643653		1GXC05					
					NET CHANGE	\$	-1,082,886.00	

SERVICE	NET CHANGE		ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION		AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	W56HZV	\$	-1,005,537.00
Army	AB	21 12040000015R5R07P64365331E9 S20113	W56HZV	\$	-77,349.00
				NET CHANGE	\$ -1,082,886.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	701,716,516.00	\$	-1,082,886.00	\$	700,633,630.00